

FILED

OCT 16 2007

MADERA COUNTY BOARD
OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF MADERA
AND THE
COMMUNICATIONS DISPATCHER UNIT

October 1, 2007 – December 31, 2010

**MEMORANDUM OF UNDERSTANDING
TABLE OF CONTENTS 2007 – 2010
Communications Dispatcher Unit**

SECTION	TITLE	PAGE
01.00.00	General Provisions	1
02.00.00	Management Rights	1
03.00.00	Unit Rights	2
04.00.00	Employee Rights	3
05.00.00	Rest Periods	6
06.00.00	Grievance Procedures	6
07.00.00	Impasse Procedure	7
08.00.00	Compliance with MOU	8
09.00.00	Civil Service Changes	8
10.00.00	Policy Review	9
10.01.00	Computer Use Agreement	9
11.00.00	Wages/Retirement	9
11.10.00	Bilingual Compensation	10
12.00.00	Uniform Allowance	11
13.00.00	Workday and Workweek	11
14.00.00	Overtime	11
14.04.00	Meals	12
15.00.00	Standby Compensation	12
16.00.00	Shift Differential	12
17.00.00	Probationary Period	12
18.00.00	Temporary Assignment	13
19.00.00	Personal Vehicle Usage	13
20.00.00	Safety	13
21.00.00	Health and Welfare	13
22.00.00	State Disability Insurance	14
23.00.00	Vacation Accrual	14
24.00.00	Sick Leave	14
25.00.00	Return to Work Assessment	16
26.00.00	Family Sick Leave/Personal Leave	16
27.00.00	Holidays	17
28.00.00	Seniority	17
29.00.00	Miscellaneous	18
30.00.00	Classification Reviews	18
31.00.00	Savings Clause	18
32.00.00	Exchange of Information	18
33.00.00	Ratification	19
34.00.00	Term of MOU	19
	Signatures 2007-2010	19
	Attachments	

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of October, 2007, by and between the COUNTY OF MADERA (hereinafter referred to as "COUNTY") and the COMMUNICATIONS DISPATCHER UNIT (hereinafter referred to as "UNIT"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the MEMORANDUM will become binding between the COUNTY and the UNIT.

- 01.00.00 GENERAL PROVISIONS - DEFINITIONS.
- 01.01.00 EMPLOYER. The term "EMPLOYER" as used herein shall refer to the COUNTY OF MADERA.
- 01.02.00 UNIT. The term "UNIT" as used herein shall refer to the COMMUNICATIONS DISPATCHER UNIT.
- 01.03.00 EMPLOYEE. The term "EMPLOYEE" as used herein shall mean any person in the Classified Service employed by the COUNTY who is occupying a permanent position, within the Communications Dispatcher Unit as established under the provisions of Madera County Code Chapters 2.60 and 2.63.
- 01.04.00 APPOINTING AUTHORITY. The term "APPOINTING AUTHORITY" as used herein shall mean the group or person having the lawful power to make appointments or to remove persons from positions in the COUNTY service.
- 01.05.00 NON-DISCRIMINATION. No EMPLOYEE covered by this Agreement shall be unlawfully discriminated against by the EMPLOYER, or by the UNIT by reason of race, color, religion, ancestry, marital status, disability, sex, age, national origin, political affiliation, sexual orientation, or union affiliation.
- 01.06.00 The UNIT recognizes its obligation to cooperate with the EMPLOYER to assure maximum service of the highest quality and efficiency to the citizens of the COUNTY OF MADERA.
- 01.07.00 The UNIT shall be informed in advance in writing by the EMPLOYER of any proposed change in working conditions and other terms and conditions of employment not covered by this Memorandum which requires the EMPLOYER to meet with Employee Representatives as set forth within the provisions of the Meyers-Milias-Brown Act. In instances where the EMPLOYER is proposing to grant recognition to an employee, or employees, that are not in the form of cash, and do not exceed a value of \$200 per employee in any given calendar year, the EMPLOYER will notify the UNIT, however under such circumstances there shall be no obligation to meet and confer.
- 02.00.00 MANAGEMENT RIGHTS.
- 02.01.00 The EMPLOYER retains the exclusive right to manage the COUNTY. All the rights, powers, functions and authority of the EMPLOYER which are not limited or modified by specific provisions of this Memorandum, are retained by the EMPLOYER. The EMPLOYER specifically retains the right to manage and supervise its EMPLOYEES as follows:

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- (a) To hire, promote, transfer, assign, classify positions, retain EMPLOYEES, and to suspend, demote, discharge, or take other disciplinary action against EMPLOYEES.
- (b) To lay off, or demote EMPLOYEES from duties because of lack of work, lack of funds, in the interest of the economy, or other legitimate reasons.
- (c) To determine the policies, standards, procedures, methods, means and personnel by which COUNTY operations are to be conducted.
- (d) To take whatever actions may be necessary to carry out the mission of the COUNTY in situations of emergency.
- (e) All rights formerly or presently claimed by or vested in the COUNTY on the effective date of this Memorandum of Understanding and not otherwise mentioned in Section 02.00.00 (MANAGEMENT RIGHTS) are retained by the COUNTY unless explicitly waived by the COUNTY by Resolution or by a Memorandum of Understanding.
- (f) Nothing in this policy shall be construed to interfere with the COUNTY'S right to manage its operations in the most economical and efficient manner consistent with the best interest of all the citizens, taxpayers, and EMPLOYEES of Madera County.

03.00.00 UNIT RIGHTS.

- 03.01.00 The EMPLOYER will deduct UNIT dues from the payroll warrant of each EMPLOYEE who has submitted a payroll deduction authorization. Such dues deductions shall be remitted to the UNIT monthly with an itemized statement.
- 03.02.00 The UNIT shall keep the EMPLOYER currently informed as to the amount of dues to be deducted and such notification shall be certified to the EMPLOYER in writing over the signature of authorized Officers or Representatives of the UNIT.
- 03.03.00 Any changes in the UNIT membership dues shall be certified to the EMPLOYER at least one (1) month in advance of the effective date of such changes and the EMPLOYER shall have no responsibility for the collecting of fees, assessments, or other deductions unless such deductions are certified to the EMPLOYER as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.
- 03.04.00 An EMPLOYEE may revoke his/her prior dues deduction authorization only upon a written request to the County Auditor's Office.
- 03.05.00 The UNIT shall indemnify, defend, and hold the EMPLOYER harmless against all claims, demands, expenses, judgements, or other liabilities on account of dues collected by the EMPLOYER and paid over to the UNIT.
- 03.06.00 The UNIT agrees to refund to the EMPLOYER any amounts paid to it in error upon presentation of proper evidence thereof.
- 03.07.00 EMPLOYER and the UNIT affirm the principle that harmonious EMPLOYEE/EMPLOYER relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the COUNTY shall notify that person that the UNIT represents the EMPLOYEES and shall notify the UNIT of such hiring.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 03.08.00 Representatives of the UNIT shall have access to any EMPLOYEE or EMPLOYEES presenting a grievance, and any EMPLOYEE has the right to have an UNIT Representative represent him or her at all stages of disciplinary action. A Representative of the UNIT may be present upon request during questioning of an EMPLOYEE which is likely to lead to disciplinary action against said EMPLOYEE.
- This Section shall not infringe on any management rights set forth in Section 2.00.00.
- 03.09.00 The EMPLOYER shall provide release time for official Representatives of the UNIT upon request, with the approval of the Department Head, for the following reasons:
- (a) Attendance at meetings of disciplinary nature when presence is requested by the EMPLOYEE.
 - (b) Attendance at meetings with Management at either the Departmental or County level.
 - (c) Meet and confer session.
- 03.10.00 In addition to his/her regularly assigned work, the UNIT Representatives shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. The Representative may contact the Business Representatives during business hours to report grievances, violations of this Memorandum of Understanding or to report safety violations.
- 03.11.00 The UNIT may designate different official representatives for the purpose of meeting with management on a departmental and administrative level. The UNIT may also designate alternates to such official representative for the purpose of specific meetings by advance notice to the County Administrative Officer or designee.
- 04.00.00 EMPLOYEE RIGHTS.
- 04.01.00 General Provisions. Execution of this Memorandum of Understanding by the UNIT shall not be deemed a waiver of any UNIT or EMPLOYEE right unless the right is clearly or explicitly modified or restricted herein.
- 04.02.00 Representation Rights and Responsibilities. All EMPLOYEES in the Communications Dispatcher Unit shall be allowed, subject to lawful limitations as may be prescribed, full voice, vote, and influence on positions and proposals of the UNIT representatives.
- 04.03.00 Human Resources Department Files. The Human Resources Department shall keep such records, in compliance with applicable laws, as are necessary for transactions and reference and for making reports showing administrative actions, including: records of all examinations; eligible lists; records and files of employment history of each EMPLOYEE; vacation, sick leave, and injury records; payrolls; history of each position; and correspondence.
- 04.04.00 Confidential Nature of Personnel Records. All official personnel records/files maintained by the Human Resources Department shall be considered to be of a confidential nature and will be made available only to the EMPLOYEE, to the Board of Supervisors, to County

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

Counsel and to the EMPLOYEE'S appointing authority or his/her representative. Records shall not be released to any other official or to the public without specific authorization of the EMPLOYEE, except in response to a valid subpoena, or pursuant to law.

- 04.05.00 All documents critical of an EMPLOYEE, including performance evaluations, to be placed in the personnel file must be signed and dated by the submitting authority, after the following has occurred:
- (a) EMPLOYEE is given notice.
 - (b) EMPLOYEE is given a copy of the document.
 - (c) EMPLOYEE is given an opportunity to review and comment thereon.
- 04.06.00 If an EMPLOYEE disagrees with the content of a document, including performance evaluations, placed in his/her personnel file, it shall be the right of the EMPLOYEE to submit a written response to the Director of Human Resources to be attached to the document in question and included in the file.
- 04.07.00 Reduction in Force.
- 04.07.01 Layoffs shall be within each department.
- 04.07.02 Layoffs shall be within the designated class only. A person designated to be laid off shall not have the right to a position occupied by an EMPLOYEE in a lower class unless such EMPLOYEE is in a provisional or extra-help status.
- 04.07.03 Provisionals shall be laid off first.
- 04.07.04 Layoff of probationary or permanent EMPLOYEES shall be on the basis of total actual time worked, excluding leave without pay, in the class for the COUNTY, not counting time worked in a temporary or provisional status, with those with least service being laid off first.
- 04.07.05 When two or more EMPLOYEES have the same total full-time equivalent work in the class for the COUNTY, the tie shall be broken and preference given in the following order:
- (a) EMPLOYEE with the greatest seniority in the class, or the higher class in the department.
 - (b) EMPLOYEE with the greatest seniority within the department.
 - (c) EMPLOYEE with the greatest seniority County-Wide.
- 04.07.06 EMPLOYEES, subject to layoff, will be given written notification by the Human Resources Department of the tentative plans for a staff reduction, and the effective date of such action. Generally, the notification will be given to the EMPLOYEES at least 30 days in advance of the layoff. A copy of the notification will be submitted concurrently to the UNIT.
- 04.07.07 Should the Board of Supervisors determine a reduction in staff is necessary, the EMPLOYEES determined to be subject to the layoff will be notified in writing as far in advance of the effective date of the action as possible. The EMPLOYEES will also be

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

informed as to their placement on the reinstatement eligible list. A copy of the notification will be submitted concurrently to the UNIT.

- 04.07.08 The EMPLOYER recognizes that seniority is a factor that needs to be considered when decisions are made on which positions will be eliminated in a layoff. To the extent that it is organizationally and financially possible the EMPLOYER will attempt to maintain positions occupied by the most senior employees of a department and the county. This provision is provided as permissive guidance and does not create an obligation on the EMPLOYER to layoff only those employees who are less senior.
- 04.07.09 Voluntary layoff may be granted to an employee in a class for a position that will be laid off even though they would have sufficient seniority to not be laid off. The purpose of this provision is to permit the substitution of a more senior employee for layoff for that of a less senior employee on a voluntary basis. Employees in this status, if reappointed from a reinstatement eligible list within 60 days of separation, will retain the anniversary date held at date of separation.
- 04.08.00 Reinstatement After Layoff.
- (a) EMPLOYEES laid off in accordance with Madera County Code 2.57.100 shall be placed on a reinstatement eligible list for the class with the employee last to be laid off first on such list and continuing in inverse order of layoff. Names shall remain on the reinstatement eligible list for two years.
 - (b) Such EMPLOYEES shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Service Rules and shall be subject to a new probationary period.
 - (c) If an EMPLOYEE whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested, his/her name alone shall be certified.
- 04.09.00 Representation of EMPLOYEES. The EMPLOYER recognizes that EMPLOYEES in the Communications Dispatcher Unit may be represented by UNIT representatives in their employer-employee relationship with the COUNTY.
- 04.09.01 An EMPLOYEE whose presence is requested by Management to investigate, discuss or review an action of the EMPLOYEE, which is likely to lead to discipline, has a right to be represented by an Officer, Director or Business Representative of the UNIT.
- 04.09.02 The EMPLOYER may call in an EMPLOYEE to discuss evaluation and work performance. However, the EMPLOYEE reserves the right to be accompanied by a Representative if specific punitive action is discussed. Punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, or written reprimand. An EMPLOYEE may inquire prior to attending any meeting as to the specific nature of the meeting. When an EMPLOYEE challenges the standard of "specific nature," it shall not exempt the EMPLOYEE from compliance with attendance.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 04.09.03 The presence of a responsible representative of the EMPLOYEE'S own choosing who is not an Officer, Director or Business Representative of the UNIT shall satisfy the requirements of this section.
- 05.00.00 REST PERIODS.
- 05.01.00 EMPLOYEES shall normally be allowed rest periods once before the meal break and once after the meal break not to exceed 15 minutes each. Rest periods will be scheduled by the EMPLOYER consistent with the workload and in accordance with the requirement of the department.
- 06.00.00 GRIEVANCE PROCEDURES.
- 06.01.00 Definitions. A grievance is a complaint or claim by an EMPLOYEE, a group of EMPLOYEES or the UNIT of a violation of this Agreement.
- 06.02.00 Adjustment Procedure. Any EMPLOYEE having any grievance shall proceed as follows:
- 06.02.01 (A) A written grievance must be filed within ten (10) working days from the time the EMPLOYEE becomes aware or should have become aware of the issue or incident giving rise to the problem.
1. The EMPLOYEE shall first seek an adjustment of the grievance by the immediate supervisor unless the supervisor is a party to the grievance. Upon receipt of the written grievance, the immediate supervisor shall give the EMPLOYEE a written reply within ten (10) working days.

Should the immediate supervisor be a party to the grievance, this step shall be waived and the EMPLOYEE shall seek adjustment by the next higher authority in the department's chain of command and in accordance with all other provisions of Section 06.02.
 2. If the immediate supervisor's response is not satisfactory to the EMPLOYEE, the EMPLOYEE may, within five (5) working days, file an appeal to the Department Head. The Department Head shall give the EMPLOYEE a written response within ten (10) working days.
 3. The COUNTY and the UNIT may mutually agree to waive steps 1 and 2 and proceed directly to use of the Grievance Advisory Committee when an issue is not within Departmental jurisdiction.
 4. If the Department Head's response is not satisfactory to the EMPLOYEE, the EMPLOYEE may, within five (5) working days, file an appeal to the Director of Human Resources requesting a hearing before the Grievance Advisory Committee.
 - (a) The Grievance Advisory Committee shall be comprised of one (1) representative selected by the Grievant, one (1) representative selected by the Department Head, and one (1) member of the Civil Service Commission, selected by the President of the Commission, who shall serve

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

as Chairman, unless delegated. No member of the Committee selected by the Grievant and the Department Head shall be from the Department of the Grievant, or have direct involvement with the Grievance in question. Any permanent County employee may serve on the Committee, with the exception that an employee with a pending grievance will not be allowed to sit on the Committee.

- (b) The Grievance Advisory Committee shall be convened within twenty (20) working days to hear the grievance, unless such provision is waived by mutual agreement of the Grievant and the Department Head, and may otherwise be continued from time to time.
- (c) The Grievance Advisory Committee shall render a recommendation within ten (10) working days of the hearing. The Committee will be guided by Rules of Evidence utilized in Administrative Proceedings. Each party, including the Committee will be afforded the opportunity to examine the witnesses. Each party shall have the right to submit pre-hearing briefs which shall include any arguments for the benefit of the Committee.
- (d) The recommendation of the Committee shall be submitted to the Civil Service Commission for its review and decision. Should the Commission not accept the findings or recommendations of the Advisory Committee, a hearing date may be set to review the case. The decision of the Commission shall be final.

06.03.00 All time limits herein stated above may be extended by mutual agreement of the parties involved.

07.00.00 IMPASSE PROCEDURE.

07.01.00 "IMPASSE" means that the Representative of the COUNTY and the UNIT have reached a point in their meeting and conferring in good faith to establish a successor Memorandum of Understanding where their differences on matters to be included in such a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial that further meeting and conferring would be futile.

07.02.00 Initiation of Impasse Procedures: If the meet and confer process has reached impasse, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the COUNTY'S designated employee relations officer. The purpose of such an impasse meeting shall be:

- (a) To identify and specify in writing the issues that remain in dispute;
- (b) To review the positions of the parties in a final effort to resolve such disputed issue or issues; and
- (c) If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures provided.

07.03.00 Mediation: If either party desires to submit the dispute to mediation, the dispute shall be submitted to the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

07.04.00 Fact Finding: If an impasse continues after mediation, either party may elect to use fact finding. The parties will agree as to the identity of, or the method of selecting, the fact finder. If mutual agreement to select the fact finder cannot be attained within five (5) days of receipt of a demand for fact finding, the parties shall request a panel of five (5) names from the State Mediation and Conciliation Service. The parties shall then alternatively strike names from said panel, with the COUNTY striking first, until only one name remains, and that person shall be the fact finder.

If the parties mutually agree to fact finding, the costs thereof, if any, shall be shared equally. If, however, one party does not desire fact finding, the party requesting fact finding will bear such costs. If fact finding is used, the following shall apply:

- (a) The parties shall instruct the fact finder on the specific facts to be ascertained;
- (b) The fact finder's findings shall be without recommendation and shall be submitted directly to the parties concerned; and
- (c) The parties shall attempt to reach an agreement by meeting and conferring in good faith on the basis of the fact finder's finding.

08.00.00 COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING.

08.01.00 In the event of any violation of the terms of this Memorandum of Understanding, responsible and authorized representatives of the UNIT or the EMPLOYER, or any individual Department Head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing about compliance with the terms of this Memorandum of Understanding. Individuals acting or conducting themselves in violation of the terms of this Memorandum of Understanding may be subject to discipline, up to and including discharge. The EMPLOYER shall enforce the terms of this Memorandum of Understanding on the part of its supervisory personnel, the UNIT shall enforce the terms of this Memorandum of Understanding on the part of those it represents.

08.02.00 A dispute or difference of opinion concerning the enforcement of this Memorandum of Understanding by the EMPLOYER or the UNIT, shall first be presented in writing to the other party in an attempt to settle the matter.

09.00.00 CIVIL SERVICE CHANGES

09.01.00 The parties agree that should an employee be absent without approved leave for a period of five (5) days, that action shall be considered Abandonment of Position and shall result in termination of employment.

09.02.00 The parties agree that discipline of a suspension of three (3) days or less, or the equivalent salary reduction, shall be appealable to the County Administrative Officer rather than the Civil Service Commission. In any case, where the County Administrative Officer is directly involved in a disciplinary action, the appeal shall be made to the Civil Service Commission.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 10.00.00 POLICY REVIEW.
- 10.01.00 The UNIT and EMPLOYER have met and conferred on the Computer Systems Usage Agreement which is included as part of this Memorandum and designated as Attachment "A".
- 11.00.00 WAGES/RETIREMENT.
- 11.01.00 This MEMORANDUM is intended to cover all aspects of wages and working conditions for EMPLOYEES covered herein. Therefore, nothing in this MEMORANDUM shall prevent the EMPLOYER from modifying any fringe benefits or benefit plans not specifically provided for in this MEMORANDUM, such as retirement plans, salary continuation plans, etc., subject to Meet and Confer.
- 11.02.00 The wage rates for all EMPLOYEE classifications covered herein shall be as shown in the Salary Table identified as "DS 0107". The County pays on a monthly basis.
- The salary schedule currently in effect (DS 0107) shall be adjusted by 2.50% effective October 1, 2007. That salary schedule shall be adjusted by 2.50%, effective January 1, 2009, and further adjusted by 2.50 %, effective January 1, 2010.
- 11.02.01 Effective January 1, 2008, EMPLOYEES of the UNIT shall receive a salary adjustment, which will fully implement the updated Hayhurst compensation study, as indicated on Exhibit "D" and attached hereto.
- 11.03.00 Approximately Spring, 2008, contingent upon the resolution with other affected bargaining units, the COUNTY agrees to implement a CalPERS contract amendment for Miscellaneous Employees to provide for an enhanced benefit formula of 2.7% @ 55 with compensation based on EMPLOYEE'S single highest year.
- 11.03.01 All employees are responsible for payment of the employee contribution of 7% of salary to the Public Employee's Retirement System (PERS). There is no provision for an EMPLOYER paid member contribution.
- 11.04.00 If during the term of this Memorandum of Understanding, specifications are created or deleted for classes within the Communications Dispatcher Unit, the EMPLOYER agrees to discuss with the UNIT the proposed adoption or deletion of such class specifications, and meet and confer on proposed salary ranges.
- 11.05.00 EMPLOYEES appointed to a position of the same salary range or to a position of a lower range than previously occupied as a result of a transfer, downward classification, or voluntary demotion, shall be paid at the step providing the closest monthly salary as before, except that the salary shall not be higher than the amount previously received or the "E" step in the new range. The anniversary date shall remain unchanged.
- 11.06.00 Effective the month following completion of ten (10) years continuous full-time, satisfactory service with the COUNTY, exclusive of approved leave without pay, EMPLOYEES in the Communications Dispatcher Unit shall, in addition to his/her regular salary, receive longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step on the salary table, which approximates 5%.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 11.07.00 In addition to the benefits provided after ten (10) years service, EMPLOYEES, effective the month following fifteen (15) years continuous full-time satisfactory service, shall receive additional longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step on the salary table, which approximates 2.5%.
- 11.08.00 Effective the month following twenty (20) years continuous full-time satisfactory service, an EMPLOYEE in said representation unit shall receive additional longevity pay equivalent to the difference between his/her salary or salary step and the same salary or salary step on the salary table, which approximates 2.5%.
- 11.09.00 The County will maintain the current contract provision with Public Employee's Retirement System (PERS) that provides an option for EMPLOYEES to purchase military service credit at the EMPLOYEE'S expense.
- 11.10.00 Bilingual Compensation. Any EMPLOYEE in the covered classifications determined by the Human Resources Department to proficiently communicate in a second language, may be eligible for additional compensation. The supplemental compensation shall be forty-five dollars (\$45) per month. EMPLOYEES receiving more than forty-five dollars (\$45) per month as of June 30, 1994, shall continue to receive the amount paid as of that date.
- The County Administrative Officer will determine the number of positions that will be allocated to a Department to receive bilingual compensation..
- 11.10.01 In order to be eligible for bilingual pay, an EMPLOYEE must proficiently speak or communicate in another language. To qualify for occasional use, the EMPLOYEE must be tested by the Human Resources Department to determine proficiency in communicating the second language.
- A proficiency examination must be taken. If the EMPLOYEE is deemed proficient in the language as a result of testing administered by the Human Resources Department, the EMPLOYEE will qualify for the bilingual premium. Following the commencement of this agreement the premium pay for bilingual skills will be effective the first of the month following the date that the department certifies that bilingual services began.
- If an EMPLOYEE does not pass the proficiency examination, the EMPLOYEE must wait six (6) months to again be considered for the bilingual premium.
- 11.11.00 Upon ratification of this agreement, the Department of Human Resources shall develop class specifications to replace those of Communications Dispatcher I, Communications Dispatcher II and Communications Dispatcher – Trainer. The series of classes is intended to generally represent the current classes in a I, II, III series that can be flexibly staffed to provide promotional opportunities and improved retention. However, the EMPLOYER shall retain the right to manage its employees consistent with Section 02.00.00 and following sub-sections, and the ability to promote to a higher job class shall continue to be permissive.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 11.12.00 The COUNTY agrees to a limited re-opener in the event that the California Commission on P.O.S.T. adopts new training and certification requirements for Dispatchers, upon request of the UNIT.
- 12.00.00 UNIFORM ALLOWANCE.
- 12.01.00 The EMPLOYER agrees to fund a uniform allowance at a rate of \$15.00 per month for EMPLOYEES in the Communications Dispatcher class series.
- 13.00.00 WORKDAY AND WORKWEEK.
- 13.01.00 Workweek and Working Hours. Except as specifically provided in this Memorandum of Understanding, ten hours per day, exclusive of mealtime, shall constitute a regular days work for all EMPLOYEES covered by this Memorandum of Understanding. The workweek shall be four (4) working days of ten hours each, unless mutually agreed upon in writing between the COUNTY and UNIT.
- 14.00.00 OVERTIME.
- 14.01.00 For EMPLOYEES within the Communications Dispatcher Unit, if, in the judgment of the Department Head, work beyond the normal workday and/or workweek is required, the Department Head may order overtime work. No compensatory time off, pay or other credit shall be given to any EMPLOYEE for any overtime work not specifically authorized by his or her Department Head or designee.
- 14.02.00 All overtime payments shall be made to covered EMPLOYEES in the payroll period immediately following that payroll period in which the overtime was earned and eligible for cash payment. All current reporting of overtime shall be modified so as to comply with this Section.
- 14.03.00 Overtime work for EMPLOYEES within the Communications Dispatcher Unit shall be subject to the following:
- (a) Except in cases of emergency, EMPLOYEES shall not be required to work overtime unless such overtime has been specifically authorized in advance by the Department Head or designee.
 - (b) EMPLOYEES required to work overtime shall be compensated by allowing the EMPLOYEE compensatory time. Should an EMPLOYEE accumulate compensatory time in excess of forty (40) hours, overtime shall thereafter be compensated by either cash or compensatory time at the EMPLOYEE'S option. The COUNTY may require the utilization of accrued compensatory time by providing at least three (3) days notice to EMPLOYEE.
 - (c) The EMPLOYEE shall have vested interest in cash for such accumulated compensatory time upon termination of employment for any reason. The hourly rate being received at the time of termination is to be used in the computation of the amount due.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- (d) Should an EMPLOYEE who has accumulated forty (40) hours compensatory time use all or part of it, compensation for further overtime worked will revert to mandatory compensatory time until the maximum of forty (40) hours is again accumulated.
 - (e) When, due to an emergency, an EMPLOYEE is required to return to work on other than his regularly scheduled workday, the EMPLOYEE shall be entitled to callback compensation. The COUNTY shall compensate the EMPLOYEE a minimum of two (2) hours overtime compensation irrespective of the actual time worked when an EMPLOYEE is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total compensation shall be for the hours actually worked.
 - (f) All payments for overtime worked shall be included in the regular salary check in the pay period next succeeding the period in which it was worked.
- 14.04.00 Meals. When an EMPLOYEE is required to work more than three (3) hours of overtime in one work shift, and due to the nature and/or location of the work is unable to go home for a meal, the COUNTY agrees to reimburse out-of-pocket expenses for all meals incurred until such time as the EMPLOYEE is allowed to go home. The three (3) hour overtime requirement shall be waived in cases of emergency call out. Reimbursement of meals shall be limited to \$10.00 for breakfast, \$12.00 for lunch and \$23.00 for dinner per EMPLOYEE.
- 15.00.00 STANDBY COMPENSATION.
- 15.01.00 Definition of Standby. When the EMPLOYER requires an EMPLOYEE to remain available for call-back at any time, the EMPLOYEE shall receive standby pay. Except in cases of emergency, all standby shall be approved in advance by the Appointing Authority or designee.
- 15.02.00 When an EMPLOYEE is required to stand by, he/she shall be compensated for such standby time at the rate of one dollar and twenty cents (\$1.20) per hour.
- 16.00.00 SHIFT DIFFERENTIAL.
- 16.01.00 EMPLOYEES who are required to perform night duty as defined herein on regularly established shifts, shall, in addition to their regular salary, be compensated an additional fifty cents \$.50 per hour for all hours worked between 5:00 P.M. and 7:00 A.M.
- 16.02.00 Night duty, as herein provided, is limited to the first ten (10) hours of a work shift exclusive of overtime and does not include standby time, or call-back overtime.
- 17.00.00 PROBATIONARY PERIOD.
- 17.01.00 An EMPLOYEE appointed from an eligible list to a permanent position shall serve a probationary period consisting of twelve (12) full calendar months in paid status.
- 17.02.00 Any EMPLOYEE rejected during the probation period following an appointment from a promotional eligible list shall be reinstated to the position and in the status from which he/she was appointed.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 17.03.00 All employees placed on Step A will remain on Step A for twelve (12) months before being moved to Step B.
- 18.00.00 TEMPORARY ASSIGNMENT.
- 18.01.00 When an EMPLOYEE is temporarily assigned work out-of-classification, the EMPLOYEE will receive the pay of the higher classification commencing on the 15th regularly scheduled consecutive working day of such assignment. Where the assignment is made, and the EMPLOYER has knowledge that it will be an extended vacancy/absence (more than 15 days) giving rise to the assignment, the acting pay differential shall commence immediately upon assignment. All requests for temporary assignments shall be submitted to the County Administrative Officer for authorization or denial.
- 19.00.00 PERSONAL VEHICLE USAGE.
- 19.01.00 No EMPLOYEE in the Communications Dispatcher Unit shall be required to use his/her personal vehicle in the performance of his/her work duties for the EMPLOYER. When an EMPLOYEE, at his/her option, volunteers usage of his/her vehicle, the EMPLOYER shall compensate the EMPLOYEE for the use of said vehicle at the IRS approved rate adopted by the Board of Supervisors.
- 20.00.00 SAFETY.
- 20.01.00 The EMPLOYER and the UNIT undertake to promote in every way possible the realization and the responsibilities of the individual EMPLOYEE with regard to preventing accidents to themselves or their fellow EMPLOYEES.
- 20.02.00 The EMPLOYER shall comply with all applicable laws and regulations pertaining to occupational safety and health.
- 20.03.00 The EMPLOYER agrees to make all reasonable provisions for safety and health of its EMPLOYEES.
- 20.04.00 In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The EMPLOYER shall remedy the problem as soon as possible and no EMPLOYEE shall be exposed to the unsafe conditions pending its correction.
- 20.05.00 No EMPLOYEE shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.
- 21.00.00 HEALTH AND WELFARE.
- 21.01.00 The COUNTY agrees to fund and maintain a health benefit program at the contribution rate of 100% for single member coverage and an additional 50% for either two-party or dependent coverage using the premium rate structure of Blue Shield HMO – Other Southern California Region, under the Public Employees Retirement System (PERS) Program, dental program and the vision plan.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 21.02.00 There shall be no change in the benefit levels, carriers or EMPLOYEE share during the term of the Agreement, unless mutually agreed upon by the COUNTY and the UNIT.
- 21.03.00 The County will maintain the IRS Section 125 Plan to cover health plan premiums and to expand the program to certain other eligible costs as feasible. This program will comply with IRS regulations and be administered totally at the expense of participants in the expanded program.
- 21.04.00 Any EMPLOYEE providing evidence of health coverage from an outside source, comparable to the coverage options with the County of Madera, will be eligible to have the County pay one hundred dollars (\$100) per month into a deferred compensation account in lieu of participation in the County health benefit program.
- 21.05.00 EMPLOYER will contract with a licensed health care services provider for an Employee Assistance Program that will provide employees and their dependents confidential behavioral health counseling for a total of up to 3 visits each six months with an EMPLOYER cost not to exceed \$2.00 per month per employee.
- 22.00.00 STATE DISABILITY INSURANCE.
- 22.01.00 The EMPLOYER agrees to continue the State Disability Insurance Program, funded solely by payroll deductions, for all EMPLOYEES of the Communications Dispatcher Unit.
- 23.00.00 VACATION ACCRUAL.
- 23.01.00 The EMPLOYER agrees to maintain the current vacation accrual as set forth in Madera County Code Section 2.60.580.
- 23.02.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue vacation benefits for a period not to exceed three (3) months.
- 24.00.00 SICK LEAVE.
- 24.01.00 Subject to all other requirements, EMPLOYEES shall be allowed to use any accrued sick leave during their probationary period.
- 24.02.00 EMPLOYEES receiving State Disability Insurance or Workers' Compensation Temporary Disability Benefits and/or Social Security Disability benefits shall integrate leave benefits (sick leave, vacation, compensatory time, holiday compensatory time) and will be charged the equivalent time off, to the nearest quarter (1/4) hour, to have their gross monthly salary when added to these benefits to equal the EMPLOYEE'S gross regular salary when not receiving such benefits, for each day of disability payment until leave balances are exhausted. The average annual hourly rate as contained on the appropriate salary table shall be used for this purpose.
- 24.03.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue sick leave benefits for a period not to exceed three (3) months.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 24.04.00 Except as hereinafter provided, sick leave pay shall be granted only by the appointing authority and only in the case of:
- (1) EMPLOYEE absence required by his/her bonafide illness or injury causing inability to work.
 - (2) Exposure to contagious disease requiring quarantine.
 - (3) To obtain consultation or treatment by a State licensed health care professional.
- 24.05.00 The appointing authority or the Director of Human Resources may in any case require evidence in the form of a physician's certificate of the necessity of an EMPLOYEE'S absence on sick leave, or shall require such certification on all absences for consultation or treatment.
- 24.06.00 EMPLOYEES will not be entitled to sick leave while absent from duty on account of any of the following, except as provided:
- (a) Disability arising from any sickness or injury purposely self-inflicted or caused by other willful misconduct.
 - (b) Sickness or disability sustained while on leave of absence other than his or her regular vacation.
- 24.07.00 EMPLOYEES in the Communications Dispatcher Unit shall be allowed eight (8) hours sick leave credit for each month of continuous full-time service and shall not be limited in the number of sick leave days to accumulate. Upon termination, in addition to their regular compensation, the accrued sick leave balance will be compensated according to Attachment "B".
- 24.08.00 For purposes of calculation, upon termination, the first seventy-five (75) days of sick leave accrual shall be compensated at a rate not to exceed 50% of the current hourly rate as shown in Column "A" of Attachment "B". For additional sick leave accrued above 75 days, but not exceeding 150 days, sick leave compensation shall be paid at the rate shown in Column "B" of Attachment "B". For sick leave days accrued in excess of 150 days, compensation shall be at the rate shown in Column "C" of Attachment "B".
- 24.09.00 For purposes of computing compensation of unused sick leave at termination for EMPLOYEES currently in permanently allocated positions as of October 1, 1983:
- (a) An EMPLOYEE with a sick leave balance in excess of 75 days with less than twenty (20) years of service, shall be entitled to use accrued days up to the October 1, 1983 balance amount and Column "A" of Attachment "B". Total additional sick leave accrual which is in excess of the October 1, 1983 balance will be computed in accordance with Columns "B" and "C" of Attachment "B".
 - (b) An EMPLOYEE with more than 20 years service shall be entitled to the percentage of sick leave compensation in effect prior to October 1, 1983 (Madera County Code 2.60.540, January 14, 1974) on accrued sick leave up to the number of days that existed as of October 1, 1983. Total sick leave above the October 1, 1983 balance will be computed in accordance with Columns "A", "B", and "C" of Attachment "B". Additional years of service after October 1, 1983 will not be used for the calculation of unused sick leave at termination.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 24.10.00 The EMPLOYER'S Catastrophic Leave Program, that allows the transfer of leave balances across bargaining unit lines, is summarized in Attachment "C".
- 25.00.00 RETURN TO WORK MEDICAL ASSESSMENT.
- 25.01.00 EMPLOYEES required by the Human Resources Department to have a COUNTY physical and/or psychological assessment due to certain types of illnesses or injuries or long-term disabilities and who are released to return to work by their attending physician shall be available for a physical and/or psychological assessment by the County.
- 25.02.00 After receipt of notice of EMPLOYEE'S ability to return, the Human Resources Department and the County Health Department or other designated provider shall, within three (3) working days, schedule and conduct the examination.
- 25.03.00 If the EMPLOYEE has obtained the necessary medical documentation satisfactory to the County Health Department, any loss of working hours to the EMPLOYEE in excess of three (3) working days due to the Health Department's inability to conduct an examination shall not result in loss of pay or benefits to the EMPLOYEE.
- 26.00.00 FAMILY SICK LEAVE/PERSONAL LEAVE
- 26.01.00 An EMPLOYEE shall be granted special leave with pay not to exceed a total of 80 hours in any one calendar year to be charged to sick leave in the event of an illness of a member of the EMPLOYEE'S spouse, son, daughter or parent, or registered domestic partner such as to require his or her care. Son or daughter may include biological, adopted, foster, step or legal ward. Parent may include biological or parent in loco parentis.
- 26.02.00 An EMPLOYEE may be granted personal leave with pay, not to exceed twenty-four (24) hours in a calendar year to be charged to vacation. If no vacation balance is available, personal leave may be charged to sick leave. No less than one (1) hour of leave shall be granted at any one time. No request for personal leave will be denied by the Department, unless the absence will cause an adverse impact upon the functioning of the Department.
- 26.03.00 Bereavement Leave, not to be charged to any leave balance, of three days (twentyfour hours) will be allowed for the death of a father, father-in-law, mother, mother-in-law, brother, sister, child or spouse. An EMPLOYEE shall be granted special leave with pay not to exceed a total of 56 hours in any one calendar year to be charged to sick leave in the event of a death of a member of the EMPLOYEE'S immediate family. "Immediate family" is defined as spouse, children, step-children, parents, guardians, grandparents, grandchildren, brothers, sisters, and in-laws.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 27.00.00 **HOLIDAYS.**
- 27.01.00 The following days are established as holidays for EMPLOYEES of the Communications Dispatcher Unit:
- NEW YEAR'S DAY, January 1
MARTIN LUTHER KING, JR. DAY, the third Monday in January
PRESIDENT'S DAY, the third Monday in February
MEMORIAL DAY, the last Monday in May
INDEPENDENCE DAY, July 4
LABOR DAY, the first Monday in September
VETERAN'S DAY, November 11
THANKSGIVING DAY, the fourth Thursday in November
FRIDAY AFTER THANKSGIVING
CHRISTMAS DAY, December 25
TWO FLOATING HOLIDAYS
8-HOUR WINTER HOLIDAY (to be taken Christmas Eve)
- 27.02.00 Floating holidays will be available for use or credited to leave balances as follows for EMPLOYEES in probationary/permanent status: one (1) floating holiday on February 12, and one (1) floating holiday on October 12 of each year. Use of floating holidays may be scheduled in accordance with provisions of Madera County Code Section 2.60.590.
- In addition, any day specified as a holiday (not to be confused with days of thanksgiving, prayer, fasting, or otherwise) by executive order of the Governor of the State of California or the President of the United States shall be a paid holiday.
- 27.03.00 Whenever a holiday falls on a Sunday, the following Monday shall be recognized in lieu thereof. Any officer or EMPLOYEE whose regularly scheduled day off falls on a holiday or who is otherwise required to work on a holiday shall be entitled to a day off with pay to be taken in accordance with the provisions of Madera County Code Section 2.60.590.
- 27.04.00 EMPLOYEES of the Unit shall be entitled to one day off with pay, subject to the provisions of Madera County Code Section 2.60.590, for each holiday that falls on a Saturday.
- 28.00.00 **SENIORITY.**
- 28.01.00 This seniority clause may be suspended for the good of the County service. Examples of these exemptions are Federal, State or County mandates and codes.
- 28.02.00 Shift Assignments. Subject to the above, shifts shall be assigned on the basis of seniority for EMPLOYEES in a flexibly staffed classification series, after completion of one year, from the initial date of employment as a regular employee.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

- 29.00.00 MISCELLANEOUS.
- 29.01.00 Appointment to a Position in a Class with a Higher Rate of Pay. EMPLOYEES appointed to a position of higher salary range than previously held as a result of promotion, position reclassification, or authorized by the County Administrative Officer to work out of class, shall be paid at the nearest higher salary in the new range which will provide a three percent (3%) increase, except that no increase shall exceed the "E" step of the new range. Salary increases pursuant to this Section shall be effective on the date of appointment, and in the case of promotion or reclassification, a new anniversary date shall be established.
- 29.02.00 EMPLOYEES shall receive monthly pay on the last working weekday of the month, except in circumstances which are beyond the control of the Board of Supervisors.
- 29.03.00 The County shall provide EMPLOYEES the option of automatic deposit of their monthly pay to certain financial institutions.
- 29.04.00 The County Auditor-Controller shall be authorized to apply, in full, any necessary salary adjustment resulting from overpayment or underpayment to the next succeeding pay period, without regard to cause of such underpayment or overpayment.
- 30.00.00 CLASSIFICATION REVIEWS.
- 30.01.00 When an EMPLOYEE determines that over a period of time a majority of his/her job duties have changed or have been modified, it shall be the right of the EMPLOYEE to request, in writing, a reclassification audit to be conducted by the Director of Human Resources, or designee.
- 30.02.00 All EMPLOYEE reclassification requests as provided for above will be processed and either approved or denied by the Director of Human Resources in a timely manner. Reclassifications resulting in a salary increase/decrease will be made effective the first day of the pay period following receipt of the request in the Human Resources Department.
- 31.00.00 SAVINGS CLAUSE.
- 31.01.00 The provisions of this Memorandum are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Memorandum shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, and phrases of this Memorandum, but they shall remain in effect, it being the intent of the parties that this Memorandum shall stand, notwithstanding the invalidity of any part. Should any portion of this Memorandum be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.
- 32.00.00 EXCHANGE OF INFORMATION.
- 32.01.00 The EMPLOYER and the UNIT agree to promptly exchange all public information and documents regarding wages, hours, and working conditions affecting the EMPLOYEES of the Communications Dispatcher Unit.

MEMORANDUM OF UNDERSTANDING - COMMUNICATIONS DISPATCHER UNIT 2007-2010

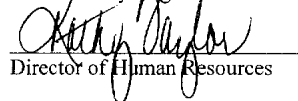
- 33.00.00 RATIFICATION.
- 33.01.00 Nothing contained in this Memorandum shall be deemed binding on either the EMPLOYER or the UNIT following signing of this Memorandum by the respective parties until it has been ratified by the UNIT'S membership and has been approved by the Madera County Board of Supervisors.
- 34.00.00 TERMS OF MEMORANDUM.
- 34.01.00 Except as otherwise provided herein, this Memorandum shall be effective upon adoption by the Board of Supervisors of the County of Madera and remain in effect until midnight the 31st day of December, 2010.
- 34.02.00 This Memorandum may be extended by mutual agreement of the parties if additional time is needed to consummate a successor Memorandum.

Signatures:

COUNTY OF MADERA
("COUNTY")

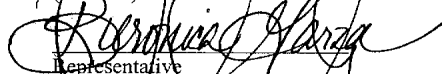


Chief County Negotiator

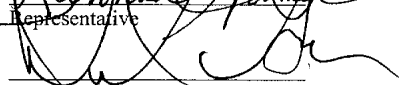


Director of Human Resources

COMMUNICATIONS DISPATCHER UNIT
("UNIT")



Representative



Representative



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MEMBERS OF THE BOARD

FRANK BIGELOW
VERN MOSS
RONN DOMINICI
MAX RODRIGUEZ
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 07030

Date: October 16, 2007

In the Matter of CONSIDERATION OF RATIFICATION OF MEMORANDUM OF
UNDERSTANDING (MOU) FOR COMMUNICATIONS DISPATCHER
REPRESENTATION UNIT, HUMAN RESOURCES DEPARTMENT.

Upon motion of Supervisor Wheeler, seconded by Supervisor Bigelow, it is
ordered that the attached be, and it is hereby adopted as shown

I hereby certify that the above order was adopted by the following vote, to wit:

AYES:	Supervisors Bigelow, Moss, Dominici, Rodriguez, and Wheeler.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

Distribution:

Auditor
CAO
Human Resources
Sheriff – Linda Cuthbert

ATTEST: TANNA G. BOYD, CLERK
BOARD OF SUPERVISORS

By 
Deputy Clerk

Attachment "A"

COUNTY OF MADERA
COMPUTER EQUIPMENT & SYSTEMS USAGE AGREEMENT

I agree to adhere to the following rules:

1. I will use my computer and other computer systems for County of Madera business purposes only and not for personal use or financial gain.
2. I will use the hardware or software in an ethical manner. I will respect the security of the computer system and I will not improperly use or gain access to the network, hardware or software.
3. I will not take or copy any copyrighted and/or patented software or parts thereof.
4. I will not install any hardware, program, software or use any data that is not known to be Y2K compliant, checked for viruses, and approved by the systems administrator or designee.
5. I will not download any program, software or data that is not known to be Y2K compliant, checked for viruses, and approved by the systems administrator or designee.
6. The Internet and/or electronic mail (e-mail) are to be used only for business purposes of my employer, the County of Madera. I will not use the Internet or electronic mail for any unauthorized purposes including solicitation. I understand that the County has the right to monitor Internet usage and electronic mail messages on all County-owned computers, including laptop and notebook computers. I further understand that I have no expectation of privacy regarding information, including electronic mail messages, transmitted or received on any County-owned computer. All electronic mail messages transmitted or received on any County-owned computer will become the property of the County and as such may be reviewed by the employer and co-workers in the ordinary course of business and without notice to me. I hereby consent to having any electronic mail received or transmitted by me reviewed by my employer and co-workers.
7. I will exercise caution when it is necessary to consume food or drink on or around computer systems. I will not place any materials in or around my computer or monitor which may obstruct proper ventilation.
8. I will not transmit any communications where the meaning of the message or its transmission or distribution would violate any applicable law or regulation or which may be offensive to the recipient.
9. I will not conduct any search for, view or download any pornographic or sexually explicit materials using the Internet or electronic mail.
10. I will respect any confidential information obtained or used as part of my job performance.
11. I will maintain system security by keeping my user identification and password(s) confidential.

COUNTY OF MADERA
COMPUTER EQUIPMENT & SYSTEMS USAGE AGREEMENT
PAGE 2

12. I acknowledge that the use by employees of passwords or other message protection measures, other than those specifically authorized by the County, are prohibited. Multiple passwords or data locking measures will not make electronic mail messages or other data private. Designations on messages or directories designating the material as personal or private, or otherwise attempting to segregate the material will not make the messages or data private and will not avoid review by my employer or co-workers as described in paragraph 6 above. The County's authorization for me to use a password or other data protection measures will not constitute consent by the County for me to maintain the messages or data as private. I understand that other persons within my department and/or County government generally may have routine access to my work product and have the right to access data stored on any County-owned computer used by me at any time whether or not password protected.
13. I understand and acknowledge that my departmental employer may be provided with copies of messages sent by me and received by others, whether within the County government or otherwise. Accordingly, I have no expectation of privacy in messages sent or received.
14. I understand that any criminal conduct which is revealed by electronic mail received or transmitted by me, or by my use of County-owned computer systems, may be referred to the proper authorities for investigation or prosecution.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND WILL ABIDE BY THE ABOVE COMPUTER EQUIPMENT AND SYSTEMS USAGE RULES AND POLICIES. I UNDERSTAND THAT FAILURE TO ABIDE BY THESE RULES MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF MY EMPLOYMENT WITH THE COUNTY OF MADERA. I ALSO UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH OR AS A RESULT OF ANY VIOLATION OF THESE RULES AND POLICIES.

Employee's Signature

Date

Supervisor's Signature

Date

Attachment "B"

MEMORANDUM OF UNDERSTANDING – DISPATCHER UNIT 2007-2010

Rate of Compensation – Sick Leave Payoff

<u>Years of Service</u>	<u>Balance of 0 – 75 days</u>	<u>Balance of 76 – 150 days</u>	<u>Balance of 150 + days</u>
5 or more	15.0%	7.5%	3.0%
10 or more	25.0%	12.5%	5.0%
15 or more	35.0%	17.5%	7.0%
20 or more	50.0%	25.0%	10.0%

County of Madera
CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is designed to assist employees (receiving employees) who have exhausted paid time credits due to a serious, catastrophic, or debilitating illness, injury, or condition. This Program allows other employees (donating employees) to make grants of time so that a receiving employee can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury. A person may receive no more than 60 credit days in this program for any qualifying illness, injury, or condition and must have returned to work for a period of no less than twelve (12) months prior to making application for any subsequent other illness, injury, or condition.

Eligibility:

There are five criteria for eligibility to be a receiving employee.

1. The receiving employee must have permanent status.
2. The receiving employee must exhaust all available sick leave, vacation, holiday, and compensatory time.
3. The receiving employee must coordinate any leave time donated with any Worker's Compensation and Short Term Disability Benefits.
4. The receiving employee must have sustained a serious or debilitating illness, injury or condition which must be verified by the employee's doctor.
5. The receiving employee must be prevented from returning to work for at least thirty (30) days and have applied and been approved for a medical leave of absence.

Application:

Applications for Catastrophic Leave are available from department payroll clerks or from the Personnel Department. Receiving employees must submit the application with supporting medical documentation to the Appointing Authority. The Appointing Authority shall either approve or deny requests for participation in the Program and forward the application and supporting documents to the Personnel Director within five (5) days of receipt of the complete application. A receiving employee may be required to verify the status of the qualifying condition for continued eligibility in the Program.

Approval of Application:

Approved applications will be identified by employee number for purposes of confidentiality. The degree to which an application for participation in the Catastrophic Leave Program is kept confidential shall be the responsibility of the receiving employee. A receiving employee may choose to tell coworkers of the Application or may request an Employee Association to seek contributions on their behalf. Department Payroll Clerks shall not be responsible for seeking contributions on behalf of receiving employees and shall maintain the confidentiality of both receiving and donating employees.

66
NO DONATIONS MAY BE SOLICITED IN SUCH A WAY AS TO PRESSURE OR INTIMIDATE COWORKERS FOR THE PURPOSE OF CONTRIBUTIONS. EMPLOYEES WHO LEARN OF THE CONTRIBUTIONS OF OTHERS SHALL NOT MAKE THAT INFORMATION KNOWN FOR THE PURPOSE OF SOLICITING CONTRIBUTIONS.

Benefits:

Donations made to receiving employees shall be credited as sick leave. For the period of time that the receiving employee is in paid status, benefits such as seniority, sick leave accrual, vacation accrual, etc., shall continue pursuant to provisions for all other accrued sick leave.

Denial of Application:

Applications which have been denied by either the Appointing Authority and/or the Personnel Director may be appealed to the County Administrative Officer. The decision of the County Administrative Officer shall be final and binding and neither the decision or the fact of the denied application shall be subject to the grievance process.

Donations:

33
Donations shall be made by completing the Catastrophic Leave Program Donation Form which must be approved by both the receiving employee's Appointing Authority and the Personnel Director. Forms are available from department payroll clerks and the Personnel Department.

Donating employees may contribute vacation, holiday and compensatory time. Donating employees may not contribute sick leave. A donation must initially be a minimum of four (4) hours and thereafter, in one (1) hour increments. The total donation may be a combination of various types of leave (excluding sick leave) and shall be credited to the receiving employee as sick leave on an hour-for-hour basis. Once donated, the leave credits are subject to the receiving employee's monthly rate of pay.

Donations are irrevocable and once made, become the property of the receiving employee.

The donating employee may contribute up to one-half of their total balance of vacation, holiday and compensatory time as recorded in the records of the Personnel Department. The receiving employee may not be credited with more than sixty (60) credit days of leave, as defined, and in any case may not receive credits in excess of the expected duration of the leave as certified by the medical provider.

33
Upon approval, the Personnel Department will adjust the leave balances of both the donating employee and the receiving employee by deducting contributions from the appropriate balances of the donating employee and crediting the contributions to the sick leave balance of the receiving employee.

6
The Personnel Department will process contributions only within the current pay period. Donation Forms received by the Personnel Department which are in excess of the receiving employee's needs for the current pay period will be held by the Personnel Department to be processed in the following pay period. Donation Forms which are in excess of a receiving employee's eligibility will be returned to the donating employee.

Other Provisions:

SIXTY CREDIT DAYS: Sixty credit days is defined as calendar days from the beginning to the end of the leave. It is not the intent of this Program to entitle any receiving employee to be credited with sixty (60) working days of contributions.

STATE DISABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE: Other than waiting days for eligibility, employees with qualifying conditions must have made application for benefits under one of these programs to be eligible for catastrophic leave.

EMPLOYEE REPRESENTATION UNITS: Donating employees and receiving employees shall be eligible to donate/receive contributions without regard to representation unit.

CONFIDENTIALITY: Receiving employees shall have the right to keep the nature of their illness, injury or condition confidential and at all times the names of donating employees and the amount of time contributed by each shall remain confidential.

3
ORDER OF DONATION CREDITS: Donations will be accepted or rejected and credited to the receiving employee in the order received.

TAXATION ISSUES: The County of Madera will not be responsible for determining the taxability or consequences of donations or credits. Withholding will be made based upon the best information available to the County Auditor-Controller.

FITNESS FOR DUTY, MEDICAL SEPARATION AND/OR DISABILITY RETIREMENT: The provisions of the Catastrophic Leave Program shall not preclude the County from taking any and all actions available as a management right prior to the establishment of the Program. These rights include but are not limited to fitness for duty evaluation, medical separation, and/or disability retirement. Neither does this Program change the obligation of the County to comply with all laws and regulations pertaining to employee medical leave and the disabled.

Madera County
CATASTROPHIC LEAVE PROGRAM
Application

Name: _____ Employee # _____

Department: _____

Employee Certification:

I request to participate in the Madera County Catastrophic Leave Program. I am making this request because I have a serious illness, injury or condition.

I have attached the statement of my medical provider briefly describing my qualifying condition and the anticipated duration of my need for leave.

I have read and understand the terms and conditions of the Madera County Catastrophic Leave Program and further certify as follows:

- I have permanent status as an employee of Madera County.
- I have sustained a serious illness, injury or condition.
- I have exhausted all paid time off or will do so by _____.
- I will be unable to work for thirty (30) days and have applied for a leave of absence without pay.

Signed: _____ Date: _____

☐ Approved

☐ Denied - Reason: _____

Department Head: _____ Date: _____

☐ Approved

☐ Denied - Reason: _____

Personnel Director: _____ Date: _____

Note: Applications which have been denied shall be immediately returned to the Applicant. The Applicant may appeal the decision to deny the request by filing a written request for reconsideration with the County Administrative Officer.

County of Madera
CATASTROPHIC LEAVE PROGRAM
Donation Form

Donor Name: _____ Employee # _____

Department: _____

Receiving Employee Name: _____

Department of Receiving Employee: _____

I hereby donate the following leave time (four (4) hour minimum donation) to the above-named receiving employee:

_____ hours vacation leave

_____ hours compensatory time

_____ hours holiday compensatory time

_____ management leave

I understand that once this donation is accepted it will be irrevocable and that the hours indicated above will not, under any circumstances, be returned to me. My signature constitutes authorization for the deduction of these hours from my leave balance records on file at the Madera County Personnel Department and a credit to be made to the Receiving Employee as indicated.

Donor Signature _____ Date: _____

☐ Approved

☐ Denied - Reason: _____

Department Head: _____ Date: _____

☐ Approved

☐ Denied - Reason: _____

Personnel Director: _____ Date: _____

Note: Once signed by the Department Head, this form should be immediately forwarded to the Personnel Department. Upon approval of both the Department Head and the Personnel Director the leave indicated will be debited to the Donor's leave balance account and credited to the Receiving Employee.

Attachment "D"

COMMUNICATIONS DISPATCHER BARGAINING UNIT

Classification	Current Salary		Recommended Salary		Percentage Difference	Dollar Difference	Recommended Internal Alignment
	Range #	Monthly	Range #	Monthly			
Comm. Dispatcher-Trainer	184 E	\$3,348	210 E	\$3,812	13.9%	\$464	Comm. Dispatcher II +5%
Comm. Dispatcher I	144 E	\$2,743	170 E	\$3,123	13.9%	\$380	Comm. Dispatcher II -15%
Comm. Dispatcher II	174 E	\$3,185	200 E	\$3,627	13.9%	\$442	Bench -13%

10/10/2007 11:09 AM